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Collective Bargaining Agreements

2-28-1942

R. H. Stearns Company and Retail Clerks International Protective Association, Local 1114, AFL, Addendum (1942)

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**R. H. Stearns Company and Retail Clerks International Protective Association,
Local 1114, AFL, Addendum (1942)**

Location

Medford, MA

Effective Date

2-28-1942

Expiration Date

3-1-1943

Number of Workers

100

Employer

R. H. Stearns Company

Union

Retail Clerks International Protective Association

Union Local

1114

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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A G R E E M E N T

AGREEMENT made and entered into by and between the R. H. STEARNS COMPANY of Boston, Massachusetts, party of the first part, hereinafter called the "EMPLOYER" and RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION and LOCAL 1114 of the said RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the American Federation of Labor, hereinafter called the "UNION", acting for and in behalf of those employees of said Employer employed in the Packing and Shipping Departments and in the Receiving Department and Warehouse, whose classifications are set forth below:

SHIPPING ROOM

Wrappers
Packers
Parcel Post
China Packers
Bookers

RECEIVING ROOM

Openers and checkers
Receiving doormen

WAREHOUSE

Helper

ARTICLE I

The party of the first part recognizes the party of the second part as the sole collective bargaining agency for the employment classifications set forth above and agrees to deal with its representatives as hereinafter provided, with respect to wages, hours, working conditions and adjustments of grievances.

ARTICLE II

The Employer agrees that membership in the Union in any of the classifications covered by this agreement shall be a condition of employment by the Company, and all persons entered on the payroll of the Company on or after the date of this agreement shall be required to join the Union within sixty (60) days from said date; PROVIDED, HOWEVER, that nothing shall abridge the Employer's freedom of selection. It is understood and agreed that the first sixty (60) days of employment of all new employees shall be a trial period.

The Employer recognizes, and will not interfere with the right of its employees to become members of the Union. The Employer agrees that there will be no discrimination, interference, restraint or coercion by it or any of its agents against any members of the Union because of membership in the Union. The Union agrees that neither the Union nor any of its members or agents will intimidate or coerce employees of the Employer or solicit membership on the Employer's time or plant property.

ARTICLE III

The maximum number of working hours for any one week under this agreement shall be the same as now in effect throughout the store, namely, forty-three and one-half (43-1/2) hours. The regular weekly schedule shall exclude the luncheon recess, which shall not exceed one hour each day. A working day shall not exceed seven (7) hours and fifteen (15) minutes, except for the required luncheon recess, and the hours of work in each day

shall be continuous. Existing store hours are:

For Packing and Shipping Departments:

9:30 A. M. to 5:45 P. M. daily

One (1) man - 10 A. M. to 6:15 P. M. daily

For Receivers and Checkers in the Receiving Department:

6:30 A.M. to 2 :45 P.M. daily 9:15 A.M. to 5:30 P.M. daily

8:30 A.M. to 4:45 P.M. daily 9:30 A.M. to 5:45 P.M. daily

It is understood that these schedules may be altered from time to time to meet the requirements of the work in either or both departments.

All time worked in excess of these hours in any one day shall be considered overtime and will be paid for by the Employer at the rate of one and one-half (1-1/2) times the employee's regular pay; PROVIDED, HOWEVER, that an employee shall not work overtime and the Company shall not pay for such overtime unless the department or division supervisor or manager of the said employee has authorized said overtime prior to the beginning thereof.

ARTICLE IV

(A) In accordance with the arrangements between the Employer and the Retail Trade Board of the Boston Chamber of Commerce, the store shall be closed on such holidays as shall be officially sanctioned by the governing board of the Retail Trade Board. Those at present are:

New Year's Day
Washington's Birthday
Decoration Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

But the additional holidays now observed by this store will continue to be observed until and unless the Employer decides to make changes in this schedule as to any or all of them.

All employees covered by this Agreement shall be paid for such holidays according to the above practice; PROVIDED, HOWEVER, that no employee will be paid for a holiday who is absent the day before or the day following the holiday, unless with the written consent of the Employer.

All work performed on Sundays and the holidays specified above, shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular pay.

(B) The Employer shall give regular employees vacation with pay according to the established practice for the entire store, viz:

Summer vacations: Any employee who has been continuously in the Company's employ since July 1 of the previous year shall receive after July 1, two weeks' vacation with pay. Any employee who entered the Company's employ after July 1 of the previous year, and who has been continuously in the Company's employ since January 1, shall receive after July 1, one week's vacation with pay.

ARTICLE V

The Employer shall pay wages to regular employees at the weekly rate for each classification set forth in Schedule A annexed hereto.

ARTICLE VI

(A) In case of replacement of any employee covered by this Agreement, the new employee shall be paid not less than the minimum wages provided in this contract, for his or her classification, and all temporary or part-time employees shall be paid not less than the minimum wage.

(B) The Employer agrees that the employees covered by this Agreement will not be deprived of any privileges that they have previously enjoyed, except as such privileges may be revised by the management, due to conditions of operation, and affecting all the employees in the store.

(C) All the Company's rules and regulations in effect at the date of this Agreement shall continue in full force and effect until and unless modified by the Company. The Company may make such additional rules and regulations as may in its judgment be necessary or proper for the conduct of its business and are not inconsistent with this agreement.

(D) The Employer, whenever it needs fewer employees in any classification listed above, shall, wherever practical, arrange lay-offs and dismissals on the basis of length of service. Re-employment shall be determined on the same basis. In regard to promotion, the Employer shall give full consideration to the eligibility of employees within the classification affected, but the Employer shall have full discretion in determining the qualifications of all candidates. It is understood that there are to be no transfers of employees by the Employer from one department to another, but the Employer reserves the right to make temporary assignments of any employee to perform such other work as has heretofore been customary.

(E) The Employer shall have full discretion in all matters pertaining to discharge for stealing and other reprehensible causes.

ARTICLE VII

(A) It is agreed by the Employer that the Business Agent of the Union shall have access to the building to discharge his duties as Business Representative of the Union at all reasonable hours, but in such a manner and time as not to interfere with the employees' work and duties.

(B) During the period covered by this Agreement, the Employer shall not suspend work or resort to a lock-out, and the employees and the Union shall not suspend work, strike or engage in a boycott.

(C) Any disagreement that may arise through the interpretation of this contract which the agents of the contracting parties cannot adjust, shall be referred within thirty (30) days to an Arbitration Board of three (3) members, one (1) to be selected by the Employer, one (1) to be selected by the Union, the third member to be selected by these two (2); the decision of the Board shall be binding on both contracting parties and must be rendered within ten (10) days after presentation of the evidence in the case. Expense incurred in securing the services of the members of the Board or in connection with hearings held by the Board shall be shared equally by the Employer and Union.

(D) The Union shall have the right to designate a regular working employee of the Company as a "Working Steward".

ARTICLE VIII

Temporary employees who are experienced china-packers shall be paid at the maximum rate of pay; his experience to be determined by the manager of the Employer.

ARTICLE IX

Outside Receiver to be equipped with raincoat, overcoat, gloves, etc. as needed on his job.

ARTICLE X

Both parties agree to give a seven (7) day notice to the other in case of dismissal or leaving place of employment but this clause shall not apply to temporary or casual employees or to employees discharged under clause E of Article VI of this agreement.

ARTICLE XI

The term of this Agreement shall be for one (1) year commencing January 31, 1942, and shall continue thereafter from year to year unless either party shall have notified the other in writing of a desire to change or terminate same at least thirty (30) days prior to the end of any such period.

All notices under this Agreement shall be directed to the Employer at 140 Tremont Street, Boston, Massachusetts, and all notices to the Union shall be sent to 294 Washington Street, Room 829, Boston, Massachusetts.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized officer and representatives this nineteenth day of January, 1942.

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION

(Sgd) George S. Mooney,
Gen. Org.

(Sgd) Arthur H. Ward,
Gen. Org.

(Sgd) Charles Murphy

R. H. STEARNS COMPANY

By R. W. Maynard, Pres.

SCHEDULE "A"

Weekly

Wage Scales

SHIPPING ROOM

<u>JOB</u>	<u>Hours</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>
Wrappers	43½	\$23.15	\$18.74
Bookers	43½	\$26.46	\$19.85
China Packers	43½	\$27.56	\$23.15

RECEIVERS

Outside receiver	43½	\$26.46	\$19.85
Openers) Checkers)	43½	\$26.46	\$19.85

WAREHOUSE

Helper	43½	\$26.46	\$19.85
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The following employees shall receive as follows:

George Lambert	-	\$29.77
Francis Wallace	-	\$29.77
Charles Swanson	-	\$29.77

All employees covered under this agreement who have not reached the maximum wage rate shall receive an automatic increase of one (1) dollar every six months until such maximum wage rate is reached.

11-5

Boston, Mass.

R14-43-62

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

May 14, 1942.

Mr. Charles Murphy, Sec'y. Local # 1114
Retail Clerks' Int'l. Protective Association,
14 Bennett Place,
Medford, Mass.

CONFIDENTIAL

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

A. F. Hinrichs

A. F. Hinrichs

Enc.

Acting Commissioner of Labor Statistics

Name of company or employers' association signing the agreement

R H Stearns Co

(over)

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 5

Number of union members working under terms of agreement 100

Number of nonmembers working under terms of agreement _____

Branch of trade covered Dept. Stores Clubs

Date signed Feb 28 42 Date of Expiration March 1 1943

Do you wish the agreement returned? Yes ☒ No ☐ Kept confidential? Yes ☒ No ☐

Charles Murphy

(Name of person furnishing information)

14 Bennett Place Medford Mass
(Address)

#10417